

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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WILLIAM MCELROY,

Plaintiff,

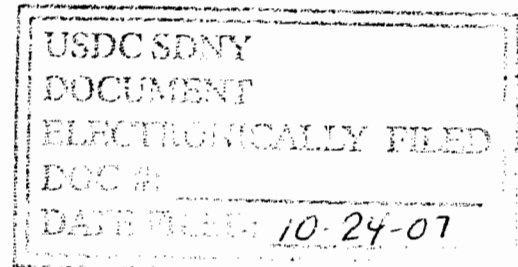
-against-

JOEL I. KLEIN, as Chancellor of THE NEW YORK  
CITY DEPARTMENT OF EDUCATION, THE NEW  
YORK CITY DEPARTMENT OF EDUCATION, and  
THE CITY OF NEW YORK,

Defendants.  
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**STIPULATION AND  
ORDER OF SETTLEMENT  
AND ORDER OF  
DISCONTINUANCE**

05 Civ. 5437 (JSR)(JCF)



**WHEREAS**, plaintiff commenced this action by filing a complaint in the United States District Court for the Southern District of New York, on or about June 8, 2005, alleging that the New York City Department of Education (“DOE”), the City of New York and Joel I. Klein, as Chancellor of the DOE, violated the Fair Labor Standards Act (“FLSA”) and New York Labor law by failing to pay plaintiff monies owed for work performed, and state law breach of contract and quantum meruit claims;

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff’s allegations;

**WHEREAS**, there is no person not a party who has any interest in the subject matter of this proceeding;

**WHEREAS**, no party is an infant or incompetent for whom a committee has been appointed; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby discontinued, with prejudice, and without costs, expenses, or fees in excess of the amounts specified in paragraph "2" below.

2. The DOE hereby agrees to pay plaintiff the sum of two thousand seven hundred and eighteen dollars and thirty cents (\$2,718.30) in backwages, less all applicable payroll deductions and withholdings, to be paid in one check issued to William McElroy, and the City of New York hereby agrees to pay plaintiff the sum of eighty-two thousand two hundred and eighty-one dollars and seventy cents (\$82,281.70) in damages, including attorneys' fees and costs, in one check issued to the Legal Aid Society. In consideration for the payments made by the DOE and the City of New York, plaintiff agrees to dismissal, with prejudice, of all the claims herein, and to release the DOE, the City of New York, Joel I. Klein, their successors or assigns, and all present or former officials, employees, representatives and agents of the DOE, the City of New York, Joel I. Klein, their successors or assigns, ("Released Parties") from any and all claims, liabilities or causes of action which plaintiff has or may have against any of the Released Parties based on any act, omission, event or occurrence occurring from the beginning of the world up through and including the date hereof, including, without limitation, any and all claims which were or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint herein, including all claims for attorneys' fees and costs.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above and an affidavit concerning liens.

4. Nothing contained herein shall be deemed to be an admission by the defendants, or the City of New York, that it has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the

United States, the State of New York or the City of New York, or the DOE, or any other rules, regulations or bylaws of any department or subdivision of the City of New York, or DOE. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

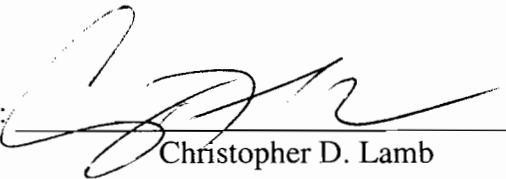
5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, or of DOE, and Joel I. Klein. This Stipulation and Order of Settlement and Discontinuance contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order of Settlement and Discontinuance regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

6. The City of New York agrees not to assert any liens it may have against plaintiff against the proceeds of the settlement as set forth in this paragraph or paragraph "2" above.

Dated: New York, New York  
October 19, 2007

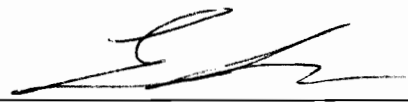
**CHRISTOPHER D. LAMB**

Attorney for Plaintiff  
The Legal Aid Society  
199 Water Street  
New York, NY 10038  
(212) 577-3287

By:   
Christopher D. Lamb


**MICHAEL A. CARDOZO**

Corporation Counsel of the City of  
New York  
Attorney for Defendants  
100 Church Street, Room 2-184  
New York, New York 10007  
(212) 788-8688

By:   
Ivan A. Mendez, Jr.  
Assistant Corporation Counsel

**WILLIAM MCELROY**

Plaintiff

  
William McElroy

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**SO ORDERED:**

10/24/07

Date

  
\_\_\_\_\_  
U.S.D.J.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X

WILLIAM MCELROY,

Plaintiff,

-against-

**AFFIDAVIT  
CONCERNING LIENS**

05 Civ. 5437 (JSR)(JCF)

JOEL I. KLEIN, as Chancellor of THE NEW YORK CITY  
DEPARTMENT OF EDUCATION, THE NEW YORK  
CITY DEPARTMENT OF EDUCATION, and THE CITY  
OF NEW YORK,

Defendants.

----- X

STATE OF NEW YORK        )  
                                  : SS.:  
COUNTY OF NEW YORK    )

**WILLIAM MCELROY**, being duly sworn, deposes and says:

1.       I am over 18 years, am the plaintiff herein and make this affidavit in connection with settlement of this action.

2.       To my knowledge, the City of New York has no outstanding bills or liens against me or my property for obligations owed for Parking Violations. To my knowledge, the City of New York has no outstanding bills or liens against me or my property for obligations owed for treatment received at a New York City Health and Hospitals Corporation facility, nor for the receipt of Workers' Compensation or New York State Disability benefits.

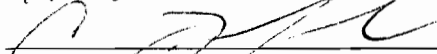
3. I have received public assistance from the New York City Department of Social Services and do not owe child support.



WILLIAM MCELROY

SS# 400-03-4341 DOB 11-20-73

Sworn to before me this  
19<sup>th</sup> day of October, 2007.



NOTARY PUBLIC

#024A6171226

Qual. in Kings Co.

exp. 7/23/11

**GENERAL RELEASE**

**KNOW THAT I, WILLIAM MCELROY**, the plaintiff in the action entitled McElroy v. Klein, et al., United States District Court for the Southern District of New York, Case No. 05 Civ. 5437 (JSR)(JCF), in consideration of the payment by the New York City Department of Education ("DOE"), of two thousand seven hundred and eighteen dollars and thirty cents (\$2,718.30) in backwages, less all applicable payroll deductions and withholdings, and the City of New York's payment of eighty-two thousand two hundred and eighty-one dollars and seventy cents (\$82,281.70) in damages, including attorneys' fees and costs, hereby release and discharge the DOE, the City of New York and Joel I. Klein, their successors or assigns, and all past and present officials, employees, representatives and agents of DOE, the City of New York, Joel I. Klein, their successors or assigns, and all present or former officials, employees, representatives or agents of the DOE, City of New York and Joel I. Klein ("Released Parties") from any and all claims, including, but not limited to any liabilities and/or causes of action which were or could have been asserted by me against any of the Released Parties based on any act, omission, event or occurrence occurring from the beginning of the world up and including the date hereof, including, without limitation, any and all claims which were or could have been alleged by me in the aforementioned action arising out of the events alleged in the complaint in said action, including all claims for attorneys' fees and costs. This Release may not be changed orally.

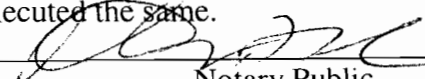
**THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.**

**IN WITNESS WHEREOF**, I have executed this Release this 19th day of October, 2007.

  
 WILLIAM MCELROY

STATE OF NEW YORK, COUNTY OF NEW YORK SS.:

On October 19, 2007, before me personally came **WILLIAM MCELROY** to me known, and known to me to be the individual described in, and who executed the foregoing RELEASE, and duly acknowledged to me that she executed the same.

  
 Notary Public  
 #0246171226  
 exp. 7/23/11



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Defendants.

**STIPULATION OF SETTLEMENT AND  
ORDER OF DISCONTINUANCE**

**MICHAEL A. CARDOZO**

*Corporation Counsel of the City of New York*  
Attorney for Defendants  
100 Church Street, Room 2-184  
New York, N.Y. 10007-2601

Of Counsel: Ivan A. Mendez, Jr.  
Tel: (212) 788-8688

NYCLIS No. 05LE000171

*Due and timely service is hereby admitted.*

New York, N.Y. ...., 200 . . .

Signed .....

Attorney for.....